

Tracei Anderson
7-1269

LEASE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
COLESVILLE COUNCIL OF COMMUNITY CONGREGATIONS, INC.

DATED: May 1, 1997

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LEASE AGREEMENT

THIS LEASE (hereinafter referred to as "Lease"), made this 15th day of May, 1997 by and between MONTGOMERY COUNTY, MARYLAND (hereinafter referred to as "Lessor") and COLESVILLE COUNCIL COMMUNITY CONGREGATIONS, INC. (hereinafter referred to as "Lessee").

WITNESSETH:

In consideration of the mutual agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. PREMISES: In consideration of the rent hereinafter reserved and the covenants hereinafter contained, Lessor does hereby lease and demise unto Lessee approximately 3,274 square feet of floor space, consisting of eight (8) classrooms, in the building at 14015 New Hampshire Avenue, Silver Spring, Maryland, known as the Colesville Elementary School, Montgomery County, Maryland, as outlined in red on Exhibit "A", attached hereto and made a part hereof (hereinafter the "Demised Premises or the "Leased Premises").
2. TERM: The term of this Lease shall be for a period of five (5) years, commencing on May 1, 1997, and ending at midnight on April 30, 2002 subject to the provisions of Section 3 herein.
3. RIGHT OF EARLY TERMINATION: It is agreed between the parties that this lease may be terminated at any time during the lease term or any extension thereof by either party giving, one to the other, not less than two (2) months written notice in advance of the early termination date. Furthermore, upon termination of the Service Contract attached hereto as Exhibit B, this Lease Agreement shall automatically terminate, simultaneous therewith. Notice of any early termination of the Service Contract shall be given by Lessee to Lessor as detailed in Paragraph 26 hereof. Lessor is under no obligation to provide alternative space for Lessee.
4. RENT: The consideration for lease of the demised premises shall be the public service being rendered and to be rendered by the Lessee to the community. Lessor does hereby lease the demised premises to the Lessee for no monetary consideration in addition thereto. Failure to provide full and continuous service to the community as contemplated in paragraph 7 and otherwise understood at the time of lease commencement, will constitute a breach under the

Lease and Lessor will be entitled to all rights and remedies available at law or in equity. In addition to constituting a breach, this Lease will be immediately terminated and Lessor will surrender possession as prescribed under paragraph 17 herein.

5. SERVICES AND OPERATING EXPENSES:

- A. By Lessee: Lessee agrees to provide within the demised premises at his sole cost and expense the following:
- (1) All custodial services, trash removal, pest control, and security services for the Leased Premises. Such services shall include the furnishing and installing of burned-out light tubes and bulbs; and
 - (2) All maintenance and repair of the ceiling, walls, floors and doors, including locks and hardware for the Leased Premises. Such maintenance and repair also includes painting as may be required.
 - (3) Notwithstanding the obligations of the Lessor regarding maintenance, Lessee will be responsible for damage to the structure, grounds, or contents of building belonging to Lessor due to the willful or negligent acts of Lessee, his employees, patrons or guests. In the event of such damage, the Lessee shall make the necessary repairs (or replacements when appropriate) to the satisfaction of the Lessor.
- B. By Lessor: Lessor agrees to provide within the demised premises and the building of which they are a part at his sole cost and expense the following:
- (1) All custodial services for the common hallways/corridors and restrooms of the building which are not a part of the demised premises;
 - (2) Heating (existing system and equipment only); electricity; fuel oil; and water/sewer;

- (3) All maintenance and the repair of the ceiling, walls, floors and doors, which are not a part of the demised premises; and
- (4) All maintenance and repair of heating system; electrical systems and fixtures; plumbing systems and fixtures; roof; windows; structural systems; and grounds and related site improvements.
- (5) Trash dumpster and removal service.
- (6) All pest control services.

6. CONDITION OF PREMISES: Lessee agrees to maintain the Leased Premises, including all improvements therein, in good condition and state of repair throughout the term of this Lease and any extension thereof. Lessee agrees to keep the Leased Premises clean and neat in appearance at all times.

7. USE OF PREMISES AND MULTI-PURPOSE ROOM:

- A. The demised premises are to be used only for Lessee's programs and activities and for related activities as appropriate.
- B. Lessor will make the Multi-Purpose Room available for use by Lessee on a scheduled basis, provided Lessee gives Lessor proper advance notice by contacting the Interagency Coordinating Board.
- C. Lessee is authorized to use the parking spaces in Lessor's parking area at no additional rent or cost. Such parking spaces are to be used by Lessee on a first-come basis in common with other tenants in the building. Lessor reserves the right to institute parking regulations and restrictions.
- D. Lessee is authorized to use the grounds adjacent to the building on an occasional, but not regular, basis; provided, however, Lessee cleans the grounds of trash and litter after such use.

8. ALTERATIONS: Lessee shall not remodel or make any alterations, changes or improvements to the demised premises without prior written consent of the Lessor, which consent will not be unreasonable or continually withheld. All movable partitions, fixtures, floor

covering, or equipment installed in the demised premises at the Lessee's expense shall remain the property of Lessee and may be removed by the Lessee. Lessee shall, however, repair any damage caused directly by said removal and shall at Lessee's sole cost and expense restore the premises to the condition it was in at the time it assumed occupancy, normal wear and tear excepted, if Lessor so request.

9. RESPONSIBILITIES OF LESSEE: Lessee covenants and agrees:
- A. Not to damage or deface the demised premises or the building and grounds of which the demised premises are a part.
 - B. Not to keep gasoline or other flammable material or any other explosive in the building which will increase the rate of fire insurance on the building beyond the ordinary risk established for the type of operations above provided to be conducted therein, and any such increase in the insurance rate due to the above, or Lessee's special operations carried on within the demised premises, shall be borne by Lessee.
 - C. Not to use or allow to be used the demised premises or any part thereof for any illegal, unlawful or improper purpose, or for any activity which will constitute a nuisance to other occupants of the building of which the demised premises are a part, to adjacent properties or to the adjacent neighborhood.
 - D. Not to place upon the building any placard, sign, lettering or awning except such, and in such place and manner, as shall have been first approved in writing by Lessor.
 - E. Lessee shall comply with all rules and regulations of the building promulgated from time to time by Lessor, and any violation of said rules and regulations shall be a violation of this Lease. Any promulgated rules and regulations will be attached as an Exhibit and will not contradict or conflict with the terms of this Lease.
 - F. Any item found in the vicinity of the collection boxes will be presumed to be a donation. Lessee agrees to promptly remove and properly dispose of

any items improperly donated to its program. Lessee will make every reasonable effort to discourage improper donations by its supporters.

- G. Lessee will at all times comply with all state, federal and local civil and criminal laws and guarantee that all program participants will comply with those laws.

10. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

- A. Lessee agrees to obtain and maintain, during the full term of this lease, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of \$1,000,000 (one million dollars) for bodily injury and property damage including fire legal liability issued by an insurance company licensed in the State of Maryland and acceptable to Lessor.
- B. Lessee and Lessor agree to waive the normal insurance requirement for worker compensation and employer's liability coverage due to the strictly volunteer nature of the Lessee's organization.
- C. Lessee and Lessor agree to waive the normal insurance requirement for an All Risk Property policy covering the contents of the premises due to the fact that items are donations. All contents of the premises are at the sole risk of Lessee, and in the event of damage to contents, items will be replaced through solicitation for donations without any responsibility on the part of Lessor. Lessor reserves the right to self insure its property.
- D. The general liability policy must list Montgomery County as an additional insured and all policies must provide Montgomery County 60 days notice of material change or cancellation.
- E. The Lessee shall, within ten (10) days from execution of this instrument, deliver to Lessor a certificate(s) of insurance evidencing the coverages enumerated above. The certificate(s) must be issued to Montgomery County Government, Division of Facilities and Services, Office of Real Estate Management, 110 N. Washington Street, Rockville, Maryland 20850.

11. DEFAULT:

- A. Lessee shall be considered in default of this Lease upon the occurrence of any of the following:
- (1) Failure to perform under any term, covenant or condition of this Lease and the continuance thereof for thirty (30) days (or such period as may be reasonably required to correct the default with exercise of due diligence) after written notice from Lessor specifying said failure.
 - (2) The commencement of any action or proceeding for the dissolution or liquidation of Lessee, or for the appointment of a receiver or trustee of Lessee's property, and the failure to discharge any such action within thirty (30) days.
 - (3) The making of any assignment for the benefit of Lessee's creditors.
 - (4) The abandonment of the Leased Premises by Lessee.
 - (5) Failure to provide continuous services described in paragraph herein, to the same quality and same quantity as originally contracted for.
- B. In the event that the Lessee shall be found in default as hereinabove stated, then and in every such case thenceforth, at the option of the Lessor or Lessor's assigns, the Lessee's right of possession shall thereupon end, and the Lessor may proceed to recover possession under the laws of the State of Maryland and to take any other action allowable by law or in equity.

12. DESTRUCTION OF PREMISES:

- A. If the demised premises shall be destroyed or sustains damage to more than 25% of the premises from whatever cause so as to render them unfit for the purpose for which leased, and the Lessor determines that it is not economical to make repairs considering the extent of damage, cost of repairs, and the rental or market value of the repaired building, Lessor shall terminate this lease by giving written notice to Lessee within fifteen

(15) days after such destruction or damage. Then Lessee shall surrender the demised premises within thirty (30) days from date of such destruction or damage.

- B. If the Lessor elects to repair the demised premises, he shall do so within ninety (90) days from date of destruction or damage or such time as may reasonable be required to repair the damage with the exercise of due diligence, and this Lease shall not be affected.
- C. In the event that Lessor elects not to repair the demised premises as hereinabove provided, Lessee shall not be entitled to any compensation or payment from the County for the value of any remaining term of the lease.

13. EMINENT DOMAIN:

- A. If the demised premises or any part thereof shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain, Lessee agrees to make no claim for compensation in the proceeding, and hereby assigns to Lessor any rights which Lessee may have to any portion of any award made as a result of such taking. Lessee shall have the right to collect and pursue any separate award as may be available under local procedure for moving expenses or Lessee's property, so long as such award does not reduce the award otherwise belonging to Lessor.
- B. If more than twenty-five percent (25%) of the Floor Area of the leased premises shall be appropriated or taken under the power of eminent domain, or conveyance shall be made in anticipation or in lieu thereof (each being hereinafter referred to as a "Taking"), either party shall have the right to terminate this Lease as of the effective date of the Taking by giving notice to the other party of such election within thirty (30) days prior to the date of such Taking.
- C. If there is a Taking of a portion of the leased premises and this Lease shall not be terminated pursuant to Section 12.1.A., then (i) as of the effective date of the Taking, this Lease shall terminate only with respect to the

portion of the leased premises taken; (ii) after the effective date of the Taking, the Rent shall be reduced by multiplying the same by a fraction, the numerator of which shall be the floor area taken and the denominator of which shall be the floor area of the leased premises immediately prior to the Taking; (iii) as soon as reasonable possible after the effective date of the Taking, Landlord shall, at its expense and to the extent feasible, restore the remaining portion of the leased premises to a complete unit of a similar condition as existed prior to any work performed by Tenant provided, however, Landlord shall not be required to expend more on such alteration or restoration work than the condemnation award actually received and retained by Landlord for the leased premises.

14. HOLDOVER: In the event that the Lessee shall continue to occupy said Leased Premises with the prior written consent of Lessor, or any part thereof after the conclusion of the term of this Lease, or any extensions or renewals thereof, the tenancy thus created shall be deemed to be upon a month-to-month basis and may be terminated by either party giving the other not less than thirty (30) days' written notice, to expire on the day of the month from which the tenancy commenced. During any month-to-month tenancy, both parties shall continue to observe all agreements and covenants contained in this Lease.

Should Lessee continue to occupy the leased premises or any part thereof after the conclusion of the term of this Lease or any extension of renewal thereof, without the prior written consent of Lessor then Lessee shall be a tenant of sufferance only, at a monthly rent to be determined by negotiation of the Lessor and Lessee.

15. ACCESS: Lessee shall allow Lessor, his employees or agents to have access to said demised premises at all reasonable times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by Lessor, or which Lessor considers necessary or desirable, or for any other purpose for the reasonable protection of said demised premises or of the building of which it is a part.

16. ASSIGNMENT AND SUBLEASING: Lessee shall not have the right to and shall not assign this Lease nor sublease the demised premises or any portion thereof.

17. SURRENDER OF POSSESSION: Lessee covenants, at the expiration or other termination of this lease, to remove all goods and effects from the leased premises not the

property of Lessor, and to yield up to Lessor the demised premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to Lessee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Lessee is not herein expressly made liable excepted. Any fixtures or other personal property remaining in the premises after expiration or termination of this Agreement shall become the property of the Lessor.

18. NOTICE OF DEFECTS: Lessee shall give to Lessor prompt written notice of accidents on or damages to the premises.

19. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Lessee at his expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal government, State of Maryland, Montgomery County government, or any local government and whether required of the Lessor or Lessee.

20. INDEMNIFICATION:

A. Indemnity By Tenant: Tenant shall indemnify, defend and hold Landlord and Landlord's lessors, shareholders, trustees, agents, and employees (collectively, the "Indemnitees") harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the Indemnitees and arising, directly or indirectly, out of or in connection with (i) Tenant's breach of its obligations under this Lease, (ii) the acts or negligence of Tenant, its agents, contractors, and employees, and (iii) the use or occupancy of the leased premises by Tenant's invitees while within the leased premises, and by Tenant, its agents, servants, employees, and contractors. In case any action or proceeding is brought against any of the Indemnitees by reason of any of the foregoing, Tenant shall reimburse to Landlord the cost of defending such action or proceeding or, upon Landlord's written request and at Tenant's sole cost and expense, resist and defend such action and proceeding by counsel approved by Landlord.

B. Landlord Not Responsible for Acts of Others: To the maximum extent permitted by law, the Indemnitees shall not be liable for, and tenant waives all claims for, loss or damage to Tenant's business or injury or damage to person or property sustained by Tenant, or any person claiming by, through or under Tenants, resulting from any accident or occurrence in, on, or about the leased premises, including, without limitation, claims or loss, theft, injury or damage resulting from: (i) any equipment or appurtenances being or becoming out of repair; (ii) wind or weather; (iii) any defect in or failure to operate any sprinkler, HVAC equipment, electric wiring, gas, water or steam pipe, stair, railing or walk; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the escape of gas, steam or water; (vii) water, snow or ice being upon or coming into the leased premises; (viii) the falling of any fixture, plaster, tile, stucco or other material; (ix) any act, omission or negligence of other tenants, licensees or any other persons including occupants of the leased premises, occupants of adjoining or contiguous buildings, owners of adjacent or contiguous buildings, owners of adjacent or contiguous property, or the public, or (x) any other cause of any nature. To the maximum extent permitted by law, Tenant agrees to use the leased premises and the common areas at Tenant's own risk.

21. WAIVER: No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or of any subsequent breach thereof. The waiver at any time by the Lessor or Lessee of any particular covenant or condition of this lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatever.

22. NON-DISCRIMINATION: Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Lessee assures the Lessor that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, ancestry, marital status, national origin, race, religious belief, sexual preference or disability.

23. BENEFIT AND BURDEN: The provisions of this lease shall be binding upon, and shall inure to the benefit of the parties hereto and each of their respective representatives, successors and assigns.

24. CONTRACT SOLICITATION: The Lessee represents that he has not retained anyone to solicit or secure this lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting for bona fide employees or bona fide established commercial, selling agencies maintained by Lessee for the purpose of securing business or an attorney rendering professional legal services consistent with applicable canons of ethics.

25. PUBLIC EMPLOYMENT: The Lessee understands that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 1994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

26. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows:

LESSEE:

Colesville Council of
Community Congregations
Post Office Box 4192
Silver Spring, MD 20914-4192

LESSOR:

Montgomery County Government
Division of Facilities & Services
110 N. Washington Street, Rm. 318
Rockville, Maryland 20850

27. RESIDENT AGENT: The Resident Agent for the Lessee is Don Dickson and its address for receipt of notices and service of process is 2334 Starcrest Dr. S.S. Md 20904. Lessee shall immediately notify Lessor of any change in Resident Agent or address for service as provided herein.

28. NON-APPROPRIATIONS: This Lease is subject to the appropriation of funds. This Lease shall terminate automatically of July 1 of any year for which Montgomery County, for whatever reason does not appropriate funds to pay for services and maintenance as herein stated. Lessor shall give Lessee at least forty-five (45) days written notice of the lack of appropriation. The Lessee shall not be entitled to any claim for reimbursement of any kind, make or whether for improvements or prepaid items.

29. CONTROLLING LAW: This Lease shall be construed; and all disputes, claims and questions arising hereunder shall be determined; in accordance with the laws of the State of Maryland.

30. QUIET ENJOYMENT: Lessor covenants that it has full right, power and authority to enter into this lease and that Lessee, upon performing all of Lessee's obligations under this Lease and timely providing all promised services, shall peaceably and quietly have, hold and enjoy the leased premises during the term without hindrance, ejection or molestation by any person lawfully claiming by, through or under Lessor, subject however, to all matters of record to which this Lease is or may become subject.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

WITNESS:

LESSOR:

MONTGOMERY COUNTY, MARYLAND

By: Rebecca S. Domaruk

By: [Signature]
GORDON AOYAGI, SENIOR ASSISTANT
CHIEF ADMINISTRATIVE OFFICER

Date: 5/1/97

WITNESS:

LESSEE:

COLESVILLE COUNCIL OF
COMMUNITY CONGREGATIONS, INC.

By: Richard T. McCarter

By: [Signature]

Title: Co-President, C-4

Date: 4/25/97

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Pamela Bell-Pearson

By: [Signature]
REY JUNQUERA, LEASING MANAGER
DIVISION OF FACILITIES AND SERVICES

Date: April 1, 1997

Date: 4/22/97

EAR:kmr\colesvi.lse